



DEPARTMENT OF CHILDREN AND FAMILIES
DIVISION OF FAMILY AND ECONOMIC SECURITY
ADMINISTRATOR'S MEMO SERIES

DFES 23-07

ISSUE DATE: 10/27/2023

DISPOSAL DATE: 12/31/2024

ACTION

NOTICE

PROGRAM CATEGORIES:

- W-2 - Wisconsin Works
- RA - Refugee Assistance
- CS - Child Support
- CF - Children First
- TJ - Transitional Jobs
- TMJ - Transform Milwaukee Jobs

DATE: 10/27/2023

TO: Child Support Agency Directors

FROM: **Connie M. Chesnik**
Division Administrator

RE: CY2024 State-County Child Support Draft Contract

PURPOSE:

To share a copy of the CY2024 State-County Child Support Draft Contract with local agencies.

BACKGROUND:

The Department of Children and Families (DCF) has finalized the language for the CY2024 State-County Contract for the child support program. The contract consists of a base section applicable to all county contracts and a program-specific scope of services that defines the responsibilities of the Department and county agencies administering the child support program.

Representatives from DCF and the WCSEA Contract Committee met to discuss proposed changes to the contract language for CY2024. The attached contract and related documents have now been finalized.

Notable Changes to the Base Contract

IX. Privacy and Confidential Information A. Confidentiality of Records	Add language: Confidentiality of Records All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable policy, and shall be the sole property of the State of Wisconsin.
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IX. Privacy and Confidential Information B. Confidentiality	Subsections 1-3 Deleted Replace with the following text from NIST: <ol style="list-style-type: none">1. Personally Identifiable Information;2. Non-public information related to DCF's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or3. Information designated as confidential in writing by DCF. PII: Personally Identifiable Information: Defined as any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual such as medical, educational, financial, or employment information.
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<p>IX. Privacy and Confidential Information</p> <p>C. Breach of Confidentiality</p>	<p>Update first paragraph to read: If the County becomes aware of any actual use or disclosure of any Confidential Information or has the reasonable belief that there has been a use or disclosure of any Confidential Information that is not authorized by this Contract, the County shall notify the Department promptly after becoming aware of such unauthorized use or disclosure, but no later than three (3) business days after the County becomes aware of such unauthorized use or disclosure. Such notice shall include, to the best of the County's knowledge at that time, the persons affected, their identities, and the Confidential Information that was or may have been disclosed.</p> <p>Delete second paragraph and insert the following text: In the event of a breach of this Section, each agency agrees that, as related to this interagency contract, any loss or expense (including costs and attorney fees) will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense. The County will not be responsible for any loss or expense in situations when the County disclosed Confidential Information at the expressed direction of the Department.</p> <p>This includes, but is not limited to, costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.</p> <p>If a breach occurs, the County shall take prompt commercially reasonable steps to minimize the risk of another such unauthorized use or disclosure or to mitigate any harmful effects of such unauthorized use or disclosure. The County shall cooperate with the State's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such actual breach, or to recover confidential information, including complying with a Corrective Action Plan as provided for in Section XII C.</p>
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<p>X. Records, Department Property and Automation</p> <p>A. Records</p>	<p>Change title and update current text with SPARC contract language below.</p> <p>A. Records <u>Access and Retention</u></p> <p>Under §19.36 (3) Wis. Stats., all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request.</p> <p>The Contractor shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. The Contractor shall retain records in a secure environment for no less than 6 years beyond the end of this contract, or the period specified in the attached Scope of Services if a different retention period is required. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended. DCF will inform the Contractor in the event records would be affected by this.</p> <p>Upon DCF's request, at the expiration of the Contract, the Contractor will transfer at no cost to DCF records regarding the individual recipients who received services from Contractor under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.</p>
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<p>X. Records, Department Property and Automation</p> <p>C. Information Technology</p>	<p>Delete first paragraph.</p> <p>Insert the following text:</p> <p>Where the County requires access to DCF systems or data, the Department and the County will work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract. The County is required to comply with the National Institute of Standards and Technology (NIST) special publications, under their current revisions 800-53 (Rev. 5) - Minimum Security Controls (Moderate-Impact Baseline).</p>
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Notable Changes to the Scope of Services

2.02.3	CSA Budget	<p>Current language and title: CSA Budget CSA will submit the annual budget to the Child Support (CS) Regional Coordinator by March 31 of each year. The budget will include the projected expenditures for the child support agency and the projected child support expenditures for each cooperative agency.</p> <p>Change: CSA Budget and Cooperative Agency Budgets CSAs will submit their annual CSA budget and all Cooperative Agency budgets to the Child Support (CS) Regional Coordinator by March 1 of each year.</p>
2.16	IRS Contract Language for General Services	<p>Current language: The Contractor agrees to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103 and IRC 7213). The required IRS Contract language for ensuring the confidentiality of IRS information is stated below.</p> <p>Change: The Contractor agrees to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103 and IRC 7213). The required IRS Contract language for ensuring the confidentiality of IRS information is stated in the official IRS Publication 1075, Exhibit 7.</p> <p>IRS Publication 1075, Exhibit 7 added to contract.</p>
2.19	Child Support Professional Training	<p>Section Deleted: All child support agency staff shall annually complete a training for child support professionals not to exceed 4 hours that is approved and provided by DCF. The training shall focus on effective customer service delivery to diverse participants and will include specific training on unintended bias and cultural competence.</p>

Other base and scope of services language changes have been completed for consistency with federal regulations. There are no changes to [Exhibit 2 Performance Monitoring](#).

The CY2024 Child Support State-County Contract includes two new documents: CY2024 Contract State-County UI Data Appendix clarifies access to Unemployment Insurance data and [IRS Exhibit 7 Publication 1075](#), which comes directly from the actual publication and will be updated as needed.

Attachments:

- [CY2024 Draft State-County Base Contract](#)
- [CY2024 Contract Exhibit 1 Scope of Services](#)
- [CY2024 Contract Exhibit 2 Performance Monitoring](#)
- [CY2024 Contract State-County UI Data Appendix](#)
- [CY2024 Contract IRS Exhibit 7 from Publication 1075](#)
- [CY2024 State-County Base Summary of Language Changes](#)
- [CY2024 State-County Scope of Services Summary of Language Changes](#)